

Northampton Public Schools
Proposal for
Internet Access Solution
March 2020





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1. INTRODUCTION

Whalley Computer Associates is excited to be part of your Internet access solution for the students, teachers and staff of Northampton Public Schools. We have been partnering with schools throughout Massachusetts for over 40 years. We have invested in building a service focused organization designed to offer solutions aligned with your unique needs. As your Internet network provider, we bring added value through our focus on service and bringing to bear our own 24x7x365 managed services team who is always there to support your efforts to deliver the best and most reliable network solution. Our solutions integrate and enhance the services of many third-party suppliers who meet our strict guidelines all combined to provide you a comprehensive reliable and managed end-to-end Internet solution.

Whalley Computer Associates, Inc. (WCA) is one of the largest service organizations in the region providing and supporting E-Rate solutions for Education and Library customers. WCA consists of over 150 technical service and support professionals. We appreciate the opportunity to earn your business. We are eager to work with you and look forward to building a long term and trusting relationship. Whalley Computer Associates, Inc. is an approved service provider with the FCC / Universal Services Administration Company (USAC). WCA's SPIN number is 143004498.

1.1 Whalley Computer Associates E-Rate Managed Network Services

WCA is your trusted solutions provider and your one stop partner to manage all your network and Internet connectivity needs. We can assure you the highest level of support and service providing you with the peace of mind you need so that you can focus on your core business.

Students, teachers and staff need reliable and robust network and internet access. Today the network is a utility like electricity and water and must always be available. As the network technology infrastructure and network service need increases in size, demand, bandwidth, security, and complexity the local support resources available to maintain and support them have not. School technology leaders seek trusted managed services partners who understand and can provide 24 x 7 monitoring, proactive administration, active technical support resources, and rapid recovery when network service issues and problems occur.



Through a single Managed Service Provider (MSP) the school technology leader can be assured their



users receive the quality of network service and support they need. Through service level agreements, the network delivery can be maintained and operated cost effectively and managed with the expected delivery and results desired.

1.1.1 Summary of E-Rate Eligible Services

WCA Managed Network Services are E-Rate eligible. Below is an overview of the WCA E-Rate eligible services we can provide.¹

| |
|--|
| WCA Direct Internet Access (Category One E-Rate) <ul style="list-style-type: none">•Broadband Internet any speed or locationAdvanced Internet Designs•Advanced Internet Designs•Multiple carriers and Internet Partners•Advanced and Resilient Internet Designs•Continuous monitoring and issue management services |
| WCA Basic Firewall Protection (Category One E-Rate) <ul style="list-style-type: none">•On Premise or Cloud based Basic Firewall Service Bundled with WCA Direct Internet Access•Multiple security partners available•Continuous monitoring and issue management services |
| WCA Wide Area Network (Category One E-Rate) <ul style="list-style-type: none">•High Speed School to School Designs, Installations, and Support•Advanced Designs, Installations, and Support•Multiple carriers ethernet and lit-fiber transport services•Network Equipment and Service Upgrades to school owned fiber•WAN Maintenance and Operations |
| WCA Managed Internal Broadband (Category 2 E-Rate) <ul style="list-style-type: none">•Onsite Managed Wireless Service including equipment lease•Management of existing Wi-Fi and LAN deployments•Site survey, Design, Deployments |

1.2 WCA Direct Internet Access (DIA) and Basic Firewall Protection (BFP)

¹ This list is not a complete list of WCA Managed Service Offerings



1.2.1 WCA Direct Internet Access (DIA) and WCA Basic Firewall Protection (BFP)

We are pleased to add for our education clients Direct Internet Access and Basic Firewall Protection services. These are offered as part of WCA's successful Managed Services program. With these new service additions, WCA provides a complete End-to-End managed services solution supporting your entire network including Internet and reliable access to the cloud resources needed by your users.

1.2.1.1 WCA Direct Internet Access (DIA)

WCA will work directly with you providing the required Internet access and we will manage and support the ongoing delivery of reliable Internet access to your facilities. We maintain relationships with dozens of Internet and transport service providers to design, engineer, implement, service and support the best internet access solution for you. Once receiving WCA DIA we take full responsibility to monitor your Internet access and maintain the Internet service delivery as your single point of contact.

By working with WCA DIA we reduce the burden on you and your staff. We focus on improving the quality and reliability of Internet network service. We maintain qualified technical resources and establish processes with underlying service providers to be proactive and efficiently resolve issues that could potentially impact service delivery. We eliminate finger-pointing that can occur when working directly with a variety of providers.

Any Internet service speed and transport options are available. As your Internet aggregator we can design and engineer more robust and resilient blended Internet access solutions and maintain these as complete and comprehensive managed solutions. Through a blended internet solution, the reliability of access can be improved significantly which is critically important today.

1.2.1.2 WCA Basic Firewall Protection (BFP)

As an education organization eligible for E-Rate if you select WCA to provide your Internet Access, you can also take advantage of our Basic Firewall Protection service also under E-Rate. When provided along with Internet Access BFP is eligible as a Category 1 service. WCA Basic Firewall Protection Service is exclusive for education customers. The BFP solution is offered based on the requirements of your environment and your DIA selections. We utilize best of breed firewall products available, and like our DIA service, we wrap our managed services the entire bundle. Reducing the burden on your staff through active monitoring and responding with qualified technical resources is a goal. In addition, WCA manages and administers the service including software and firmware updates and onsite advanced hardware replacement when and if there are issues.

1.2.2 WCA Wide Area Network (WAN)

There are many ways to obtain and deliver internet and network services to individual facilities in your school district. You may have a municipal fiber network and enjoy access to dark fiber between your school facilities and you light the fiber to provide the connectivity and delivery of network services. You



may contract with a supplier for WAN transport services, have a hub and spoke or ring design, and utilize switched Ethernet, leased lit fiber, wavelength or SD-WAN or even a VPN-Mesh using individual Internet services.

WCA can help if you have your own dark fiber and the good news is E-Rate Category-1 will support the upgrade of the necessary network equipment to light the fiber as well as the Maintenance and Operations once the network is in place.

1.2.3 WCA Managed Internal Broadband (MIB)

The Federal Communications Commission defines MIB as:

- Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connections are eligible managed internal broadband services (e.g., managed Wi-Fi).
- E-Rate support is limited to eligible expenses or portions of expenses that directly support and are necessary for the broadband connectivity within schools and libraries. Eligible expenses include the management and operation of the LAN/WLAN, including installation, activation, and initial configuration of eligible components and on-site training on the use of eligible equipment.
- In some eligible managed internal broadband services models, the third-party manager owns and installs the equipment and school and library applicants lease the equipment as part of the managed services contract. In other cases, the school or library may own the equipment, but have a third party manage the equipment for it.

1.2.3.1 WCA Managed Wireless Service (MWS)

Your Wi-Fi network is critical as your primary service for your users connect to the network. WCA Managed Internal Broadband offers a full line of options to help keep it up and running efficiently and reliably.

Support your users experience with WCA's fast and secure Managed Wireless Service. Our robust Wi-Fi network solution is designed to keep everyone in the school connected to the network and to the Internet. The system is flexible and scalable. WCA can quickly and efficiently adjust to meet your Wi-Fi demands as your needs change.

To being we provide a professional network design. This minimizes weak coverage areas throughout the school and ultimately provides a quality experience for everyone. The Wi-Fi network will be delivered using best of breed manufacture products to meet the needs of your school and district. For example, we can blend our services into your existing network to augment and match the existing technology for compatibility.

1.3 WCA IS Service



Included in your solution is the support of the WCA managed services team. This team will pre-configured thresholds to proactively log and report performance and operational notifications. In the event of a Failure notification, the client as well as the WCA 24x7 365 days a year our Managed Support Team will be notified and take immediate action within the appropriate response time listed below.

There are three levels of notification associated with E-Rate management program:

1. **Priority 3:** This level of notification is considered “Non-Critical” and is sent when the lowest threshold of severity has been reached. For example, if a Hard Drive were to reach 80% capacity, no notification would be sent out to the notification list unless end user interaction is required.
2. **Priority 2:** This level of notification is considered “Non-Critical” and sent when the second threshold of severity has been reached. Using the same example, if a Hard Drive were to reach 90% capacity, the notification may go to some additional members of the team, as it is of higher priority to resolve. Service may continue to function but at a diminished capacity or a failure is eminent.
3. **Priority 1:** This level of notification is “Critical” and sent when the highest level of severity has been reached or exceeded. An example would be a critical server or service failure or unavailability such as a hard drive crash or loss of Internet access. For these instances, additional personnel may be contacted via email, however, we also make a phone call to confirm receipt.

1.3.1 Emergency Response Team

WCA will provide a Remote Emergency Response Team that will react to Priority 1 / Critical failure notifications on 24 hours a day, 7 days a week basis. WCA has a tried and tested methodology of providing this level of support that includes an escalation process. WCA will establish monitoring so that problem resolution can be initiated as quickly as possible. These services as well as WCA’s response time for these services, are guaranteed as part of our Service Level Agreement as defined below.

1.3.2 SLA Response Times

- ☒ 1 Hour response time for all user-initiated Priority 1 issues reported during business hours
- ☒ 1 Hour response time for customer initiated Critical issues After Hours
- ☒ 1 Hour response time for After Hours Critical emergency alerts
- ☒ Next Business Day response for all non-critical notifications
- ☒ Next Business Day response for all non-critical After-Hours user-initiated issues

WCA will establish and maintain monitoring of your Internet service 24x7 and in the event your service is becomes unavailable, we will respond and begin remediation efforts within 1 hour. If your service is not restored within 8 hours thereafter, we will credit your account 1/30th of the MRC for each 12-hour

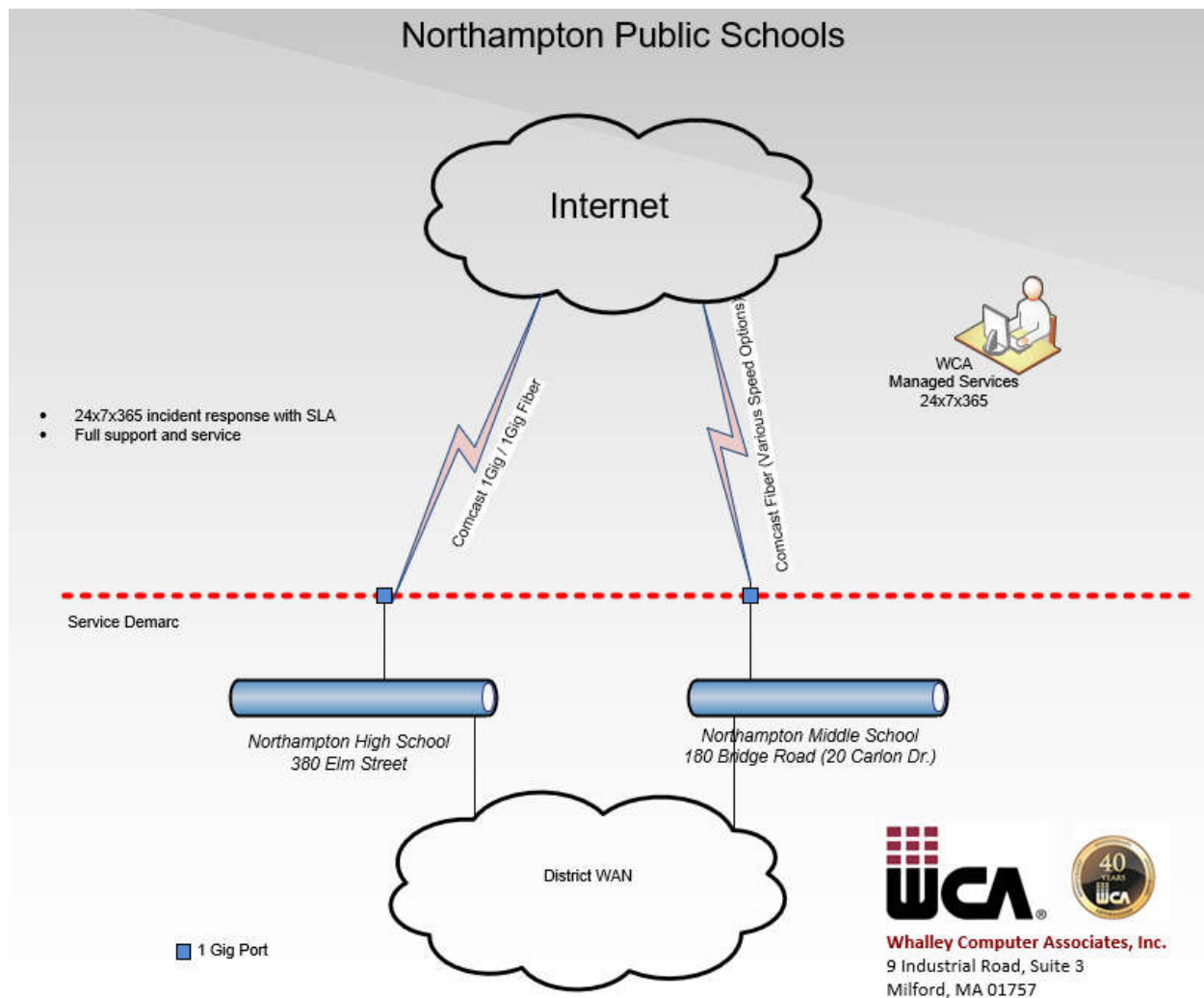


period the affected service is unavailable up to 50% of the MRC.

2. PROPOSED SOLUTIONS FOR NORTHAMPTON PUBLIC SCHOOLS

WCA understands that it is of paramount importance for Northampton Public Schools to provide the highest quality and reliable Internet and network service for its users. We also understand the districts desire for a Fiber Internet access and enterprise solutions. We believe we have addressed your requirement and welcome the opportunity to discuss our proposal and address any questions you may have.

We have generated formal quotes for each of the following options, however, should Northampton Public Schools require a different configuration please let us know and we will put a quote together.





General Conditions:

- All pricing may require site visit to confirm
- Additional equipment and or make ready work may be required.
- Cost allocation may be necessary for ineligible products and services, if applicable
- Pricing does not include any local, state, or federal fees, charges and/or taxes that may apply.
- Customer must provide rack space and power for equipment
- Unless noted static IP addresses may not be included

2.1 Internet Access and Basic Firewall Service.

2.1.1 Internet Bundle 1

| Solution | Quantity | Rate | Unit Price | Total Annual | Term |
|---|----------|------|------------|--------------|-----------|
| WCA / 1Gig Fiber Synchronous Internet access with 5 IP Location: High School, 138 Elm Street | 12 | MRC | \$2,242.30 | \$28,182.63 | 36 Months |
| WCA / 50Mbps Fiber Synchronous Internet Access with 5 IP Location: Middle School, 180 Bridge Road** | 12 | MRC | | | |
| Installation | 1 | NRC | \$1,000 | \$1,000 | One Time |

36 Month Term includes two optional one year extensions (Total 5 years)

Pricing does not include any E-Rate discounts that may apply

*Pricing is bundle priced and only valid if High School and Middle School are ordered together, i.e. Circuit pricing cannot be unbundled.

**Alternate site 20 Carlon Drive, upgrade during term of agreement to 500Mbps bundle price add \$600/month, Upgrade 1Gbps add \$1,100/month.

2.2 Internet Bundle 1 Totals

| | |
|-----------------------------------|--------------------|
| Monthly Total | \$2,242.30 |
| Anticipated E-Rate Discount (50%) | -\$1,121.15 |
| Total After E-Rate | \$1,121.15 |
| Total Annual | \$13,407.63 |

| | |
|-----------------------------------|----------------|
| One Time Total | \$1,000 |
| Anticipated E-Rate Discount (50%) | -\$500 |



| | |
|---------------------------|--------------|
| Total After E-Rate | \$500 |
|---------------------------|--------------|

2.2.1 Internet Bundle 2

| Solution | Quantity | Rate | Unit Price | Total Annual | Term |
|--|----------|------|------------|--------------|-----------|
| WCA / 1Gig Fiber Synchronous Internet access with 5 IP Location: High School, 138 Elm Street | 12 | MRC | \$2,380.96 | \$29,846.46 | 36 Months |
| WCA / 100Mbps Fiber Synchronous Internet Access with 5 IP Location: Middle School, 180 Bridge Road** | 12 | MRC | | | |
| Installation | 1 | NRC | \$1,000 | \$1,000 | One Time |

36 Month Term includes two optional one year extensions (Total 5 years)

Pricing does not include any E-Rate discounts that may apply

*Pricing is bundle priced and only valid if High School and Middle School are ordered together, i.e. Circuit pricing cannot be unbundled.

**Alternate site 20 Carlon Drive, upgrade during term of agreement to 500Mbps bundle price add \$500/month, Upgrade 1Gbps add \$980/month.

2.3 Internet Bundle 2 Totals

| | |
|-----------------------------------|--------------------|
| Monthly Total | \$2,380.96 |
| Anticipated E-Rate Discount (50%) | -\$1,255.96 |
| Total After E-Rate | \$1,255.96 |
| Total Annual | \$15,071.46 |

| | |
|-----------------------------------|----------------|
| One Time Total | \$1,000 |
| Anticipated E-Rate Discount (50%) | -\$500 |
| Total After E-Rate | \$500 |

WCA offers the possibility of bandwidth increases and addition of WAP's through the life of awarded contract. All contracts are provided with two optional 1-year extensions.

We believe the district and its students' teachers and staff should have available the network solution that does not limit their thinking of what is possible. Our proposal provides fully staffed WCA Managed Services for the solution on a 24x7 basis 365 days per year. We monitor and support your services and guarantee 1 Hour response to assess and if necessary, begin the remediation/recovery process.

We have designed a complete and turn-key fully managed and supported solution for Northampton



Public Schools.

2.4 About Whalley Computer Associates

Whalley Computer Associates, Inc. (WCA) employs some of the region's best engineers and is equipped to accommodate all computer and communication needs for businesses of all sizes in every industry. As an aggressive entrepreneurial business, we're capable of responding to your needs with a level of flexibility and speed that other organizations can only dream of.

While we've grown tremendously since 1979, we remain a friendly, flexible, family-owned business that prioritizes the needs of our customers. As we've evolved, we've expanded our reach to service customers throughout the nation. To provide each customer with superior service, we now employ over 140 computer professionals and 10,000 affiliated technicians and engineers. In response to making these advancements, VarBusiness magazine ranked WCA as being a high-level engineering firm in the largest 1% of all Solution Providers in North America.

What Can WCA offer you?

- Technical and sales support to help solve your organization's IT problems
- 150 computer professionals at your service
- Connections with over 10,000 affiliated technicians nationwide as a member of the IMSN North American Service Network
- A robust product portfolio of technology
- Collaboration with our cloud, networking, data center, and virtualization engineers
- Exceptional customer service at any given time

Large Enough To:

- Be one of the largest suppliers of nearly every major technology manufacturer in your region
- Analyze your technology needs and provide the solution that best fits your needs
- Provides exceptional pricing
- Have more technology resources in your region than the other local and global Solution Providers
- Have talent, experience, expertise, facilities and the commitment to provide an exceptional customer experience
- Leverage our purchasing power to engage the manufacturer to assist us in solving your problems

Small Enough To:

- Get to know and care about each customer
- Be privately owned with total focus on customer outcomes rather than shareholder profits
- Have a large team of IT experts that will visit your company, learn about you and your business and prescribe solutions that best fits your needs
- Respond with the speed and flexibility that the Global IT suppliers can only dream of

Whalley Computer Associates; Large Enough to handle all your needs, small enough to care.



I hereby accept WCA proposal and authorize WCA to proceed with the proposed effort.

For: Northampton Public Schools

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____



A Proposal To:
Northampton Public Schools

WHALLEY COMPUTER ASSOCIATES

3. E-RATE BASIC FIREWALL SERVICE (BFS)

Presented By:
Whalley Computer Associates
One Whalley Way
Southwick, MA 01077



3.1 BFS Contact Information

| Whalley Computer Associates | Contact | Phone | Email Address |
|-----------------------------|-----------------|----------------|--|
| Account Executive | Mike Noftall | (413) 569-4230 | mjn@wca.com |
| Inside Support Specialist | Support | 888-569-0123 | mshelp@wca.com |
| Service Coordinator | Patricia Bulger | 508-634-1114 | pjb@wca.com |
| Manager of Managed Services | Kevin Russell | 413-569-4382 | kdr@wca.com |

| Client | |
|-------------------------------|--|
| Client | |
| Address | |
| Contact | |
| Phone | |
| Email | |
| Preferred Delivery Start Date | |



3.2 BFS Executive Summary

Whalley Computer Associates is one of the largest service organizations in the region providing and supporting E-Rate solutions for Education and Library customers. WCA consists of over 150 technical service and support professionals. We appreciate the opportunity to earn your business. We are eager to work with you and look forward to building a long term and trusting relationship.

As part of our commitment we are pleased to offer and provide Basic Firewall Services as part of the E-Rate Category 1 services portfolio. We offer our Basic Firewall Service in recognition of our E-Rate customers who need a high level of technical support and services and at the most cost-effective way to obtain them. We understand the complexity and challenge of maintaining qualified technical resources and the need for these on a 24x7 basis. Schools are now 24x7 and there is a need for service and qualified support to meet your always-on Internet and security needs. Keeping your network running and secure is paramount to your business.

Below is a description of the services we are proposing. Please do not hesitate to contact us for any further information or clarification. We will be more than happy to accommodate and customize this proposal to assure it meets your needs.

a) About E-Rate Basic Firewall Service

As a WCA Internet customer, you are eligible to bundle with your Internet service the WCA Basic Firewall Service. This service is exclusive for our E-Rate clients who obtain Internet access service from us.

With today's increase in data breaches, ransomware, viruses and other attacks, it's necessary for your network be safe and secure. WCA provides a security-focused value-added and cost-effective firewall service designed for you and protecting your network and safeguarding your school's confidential data. WCA's Basic Firewall Service ensures that your firewall security solution is up to date and continuously protecting your network users from all the latest of today's attacks and cyber threats.

WCA managed services team will bring high value assisting you and your team with the management and operations your Internet connection's most critical security point: the firewall. WCA's dedicated Customer Command Center reviews logs and alerts to discover trends and possible attacks, in addition we ensure maximum security and uptime is maintained.

With progressively more applications and services migrating and available in the cloud, the challenge is to keep up with the ever-growing need for more bandwidth. With the constant advances in the network demand state-of-the-art security solutions quickly become outdated, struggling to keep up with ever-increasing bandwidth changes. Our Basic Firewall Service provides growth options for our E-Rate customers to cost effectively keep pace with firewall updates to continue to provide reliability and performance at the next increase in bandwidth.

Today's security and administrative needs can leave your IT team struggling to keep up. WCA's solution solves that by providing 24x7 support for all maintenance, configuration and emergency support issues. Our certified engineering staff is available to help with any support issues or changes that your team may need.

b) WCA's BFS Approach

WCA's approach to providing Basic Firewall services to consists of several elements. We have structured this E-



Rate program specifically for our Education and Library customers and consisting of the following:

- The Firewall Appliance(s) and License(s)
- Unlimited Remote Support M-F 7am-7pm for supported Firewall(s)
- 24/7 Remote reporting and Alerting for the supported Firewall(s)
- 24/7 Emergency Remote Support for the supported Firewall(s)
- Scheduled OS Updates
- Initial configuration, setup and installation by qualified security staff
- Configuration changes and adjustments
- Configuration backups and recovery
- Security and Vulnerability alerting
- Onsite support for hardware failures/replacement

c) Basic Firewall Configuration

| Item | Quantity | Model |
|----------------------------|----------|-------|
| Firewall Appliance | | |
| Firewall License | | |
| WCA Basic Firewall Support | | |
| | | |

d) Basic Firewall Service

This agreement is based on WCA obtaining and providing the Basic Firewall Configuration and services as detailed above for the exclusive use of the client and for the term of this agreement.

e) Basic Firewall Support

WCA managed security team will pre-configured thresholds to proactively log and report performance and operational notifications. In the event of a Failure notification, the client as well as the WCA 24x7 on-call Managed Support Team will be notified and take action within the appropriate response time listed below.

There are three levels of notification associated with our Basic Firewall Service program:

4. **Priority 3:** This level of notification is sent when the lowest threshold of severity has been reached. For example, if a Hard Drive were to reach 80% capacity, no notification would be sent out to the notification list unless end user interaction is required.
5. **Priority 2:** This level of notification is sent when the second threshold of severity has been reached. Using the same example, if a Hard Drive were to reach 85% capacity, the notification may go to some additional members of the team, as it is of higher priority to resolve. Service may continue to function but at a diminished capacity.



6. **Priority 1:** This level of notification is “Critical” and sent when the highest level of severity has been reached or exceeded. An example would be a critical server or service failure or unavailability. For these instances, additional personnel may be contacted via email, however, we also make a phone call to confirm receipt.

f) BFS Emergency Response Team

WCA will provide a Remote Emergency Response Team that will react to Priority 1 / Critical failure notifications on 24 hours a day, 7 days a week basis. WCA has a tried and tested methodology of providing this level of support that includes an escalation process. WCA will also have secured remote access to the Basic Firewall platform so that diagnosis and problem resolution can be initiated as quickly as possible. These services as well as WCA’s response time for these services, are guaranteed as part of our Service Level Agreement as defined below.

g) BFS SLA Response Times

- ☒ 1 Hour response time for all user-initiated issues during business hours
- ☒ 1 Hour response time for After Hours customer initiated Critical issues
- ☒ 1 Hour response time for After Hours Critical emergency alerts
- ☒ Next Business Day response for all non-critical notifications
- ☒ Next Business Day response for all non-critical After-Hours user-initiated issues

h) BFS Time and materials Labor Rates

| Time and Materials Labor Rates Outside of Contract | |
|--|--------------|
| Tier II/III – Critical Emergency Response (7x24) Remote Technician Rate | Included |
| Business Hours Response Critical Technician Rate | Included |
| Equipment Provided as part of the Basic Firewall Service | Included |
| Critical hardware failures/replacement onsite services | Included |
| Business Hours Onsite Response Non-Critical Technician Dispatch Rate | \$93/ Hr |
| After Hours Onsite Response (7x24) Technician Dispatch Rate | \$139.50/ Hr |



3.3 BFS Terms and Conditions

a) BFS Master Services Agreement

All terms and conditions of this proposal and all other services provided are governed by WCA's Master Services Agreement on file with WCA.

b) BFS Service Level Agreement

WCA will respond to specific service requests based upon the issue's severity and urgency. These service levels are defined as:

- Business Hours: 07:00AM – 07:00PM Eastern Standard Time (EST), Monday thru Friday.
- After Hours: All other hours except Business Hours.
- Telephone Support: WCA Service Desk can be contacted by dialing (888) 569-0123 and is available during Business Hours.
- E-mail Support: Provided through support@wca.com and available during Business Hours.
- Emergency Support: After Hours (nights, weekend and holiday) service is provided in response to "Critical" notifications. Support is also available through telephone. If Emergency On-site support is requested, it will be provided as Time & Materials per rates noted above.
- All authorized onsite work performed outside of Business Hours will be billed at the standard overtime rate of 1.5 times the contracted hourly.
- Labor is only billed for actual working hours. Lunch and other time not spent working on client related issues are not considered billable time.

c) BFS Initial Cancellation/Change Policy

- a. Northampton Public Schools understands that WCA reserves and schedules technical resources to be available for successful implementation(s) of support plans. As such, the following terms apply. This agreement shall be for three (3) year (defined as '**Initial Term**') and shall automatically renew for two (1) year optional periods after the Initial Term (defined as '**Renewal Term**') unless Northampton Public Schools provides a notice in writing to WCA within 30 days of the initial term end date, stating intent to terminate the agreement after the 'Initial Term' has concluded.
- b. Initial Term for of the Basic Firewall Service shall be thirty-six (36) months following the date the applicable product is shipped. Unless otherwise stated in the order, Northampton Public Schools agrees to pay the monthly fee(s) for each product described within this proposal for the duration of the Commit Term.

d) BFS Limitations of Support Plan

WCA is committed to providing these services on a best effort basis. However, WCA is not responsible for unanticipated failures of network components beyond our control. This includes, and is not limited to, failures



of telecommunication lines, degradation of ISP service, unanticipated hardware failures or other extraordinary events.



3.4 BFS Fees

The pricing provided below reflects the costs for the initiative as described in this document. Expenses will be billed at the actual amount incurred. This proposal is only valid with Internet access services is valid for a period of 30 days unless extended in writing by WCA.

| Included Services | Fees |
|---|----------|
| Remote reporting and alerting for proposed Firewall Devices | Included |
| Unlimited phone support Business Hours | Included |
| Emergency Response (7x24) | Included |

- All prices and fees quoted in this proposal are subject to MA State Sales taxes unless exempt.
- Invoicing for services occur at the first business day of each month and are billed for the previous month's services
- All Basic Firewall Services and pricing is only available to E-Rate clients who also have Internet Access Service with WCA.



3.5 BFS Client Acceptance

I have read this Statement of Work in its entirety and agree to its scope, as well as the WCA approach. I understand that the pricing listed is a final proposal. I authorize WCA to deliver consulting services and to invoice Northampton Public Schools for these services as established in this Statement of Work. I have the authority to authorize these services and payment and will provide payment to WCA to support this request within 30 days of invoicing. I acknowledge that no further written agreement between WCA and Northampton Public Schools will be required before services commence and Northampton Public Schools issues a purchase order or pays for the services.

I hereby accept WCA proposal and authorize WCA to proceed with the proposed effort.

For: **Northampton Public Schools**

For: **Whalley Computer Associates**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer Non-Compete Agreement

I understand that Whalley Computer Associates (WCA) can only provide quality service to Northampton Public Schools if they can hire and maintain high quality technicians.

I agree that Northampton Public Schools will not hire any WCA Technician as long as WCA is a service provider at Northampton Public Schools. Should Northampton Public Schools come to an agreement with both the technician and WCA for an employment opportunity, Northampton Public Schools agrees to pay WCA a “finder’s fee” in an amount equal to six (6) months of the technicians’ salary. Additionally, Northampton Public Schools will not hire any WCA technician for a minimum of twenty-four (24) months after WCA and Northampton Public Schools relationship has terminated or the “finder’s fee” will be required to be paid.

I have read and agree to the conditions above.

Authorized Signature

Date

Northampton Public Schools



A Proposal To:
Northampton Public Schools

WHALLEY COMPUTER ASSOCIATES

4. E-RATE MANAGED WIRELESS SERVICE (MWS)

Presented By:
Whalley Computer Associates
One Whalley Way
Southwick, MA 01077



4.1 MWS Contact Information

| Whalley Computer Associates | Contact | Phone | Email Address |
|-----------------------------|-----------------|----------------|--|
| Account Executive | Mike Noftall | (413) 569-4230 | mjn@wca.com |
| Inside Support Specialist | Support | 888-569-0123 | mshelp@wca.com |
| Service Coordinator | Patricia Bulger | 508-634-1114 | pib@wca.com |
| Manager of Managed Services | Kevin Russell | 413-569-4382 | kdr@wca.com |

| Client | |
|-------------------------------|--------------|
| Client | |
| Address | |
| Contact | |
| Phone | |
| Email | |
| Preferred Delivery Start Date | July 1, 2020 |



4.2 MWS Executive Summary

Whalley Computer Associates is one of the largest service organizations in the region providing and supporting E-Rate solutions for Education and Library customers. WCA consists of over 150 technical service and support professionals. We appreciate the opportunity to earn your business. We are eager to work with you and look forward to building a long term and trusting relationship.

As part of our commitment we are pleased to offer and provide Managed Wireless Service (MWS) as part of the E-Rate Category 1 services portfolio. We offer our service in recognition of our E-Rate customers who need a high level of technical support and services and at the most cost-effective way to obtain them. We understand the complexity and challenge of maintaining qualified technical resources and the need for these on a 24x7 basis. Schools are now 24x7 and there is a need for service and qualified support to meet your always-on Internet and security needs. Keeping your network running and secure is paramount to your business.

Below is a description of the services we are proposing. Please do not hesitate to contact us for any further information or clarification. We will be more than happy to accommodate and customize this proposal to assure it meets your needs.

a) About WCA E-Rate MWS

WCA managed services team will bring high value assisting you and your team with the management and operations your wireless network throughout your facility.

This solution is actively monitored to help resolve issues before they occur. This maximizes up time while limiting site visits and helps to maintain consistent, desirable wireless internet experiences. This solution helps to distribute bandwidth consumption so all users will have a consistent experience across the WiFi network.

This solution provides Tier 1 phone support to a highly skilled NOC at any time and includes onsite support if issues cannot be resolved remotely. The online web-based portal allows you to view network health, gather analytics and change settings. Although this is a fully managed service, the online portal provides our customers with access to network information and options to quickly change certain settings.

Hands-On Support

Beyond keeping your guests connected we provide amenity wireless Internet as a simplified and managed utility across the premises. Users are connected no matter where they are onsite.

Worry-Free Management

WCA will continuously monitor your wireless Internet service. We proactively monitor and optimize your WiFi solution, resolving issues faster and providing 24/7 technical support.

Experience

WCA has provided and support hundreds of Wireless networks for educational facilities. Our employees are dedicated and have the industry knowledge and skill to design a WiFi network to keep you covered from corner to corner.

Managed Service

Our expert staff provides professional installation

Seamlessly Integrates with your WCA Managed Internet and Basic Firewall Service.



c) MWS Assumptions

- Minimum of one access point per classroom or area requiring coverage
- Maximum of 30 devices per access point. Additional Access Points may be required depending on the demand.
- Damaged equipment due to vandalism and negligence will be responsibility of the Northampton Public Schools
- All equipment and cabling provided, and associated licensing are owned by WCA

d) WCA Managed Wireless Service Standard Pricing

| Description | Monthly Cost Per WAP | Annual Cost Per WAP | Term |
|---------------------------------|----------------------|---------------------|-----------|
| Managed Wireless Service (3 yr) | \$75 | \$900 | 36 Months |
| Managed Wireless Service (5 yr) | \$65 | \$780 | 60 Months |

Discount are provided for multiple WAP solutions.

This agreement is based on WCA obtaining and providing the Managed Wireless Service as detailed and priced in the accompanying proposal for the exclusive use of the client and for the term of this agreement.

e) Managed Wireless Service Support

WCA managed services team will pre-configured thresholds to proactively log and report performance and operational notifications. In the event of a Failure notification, the client as well as the WCA 24x7 on-call Managed Support Team will be notified and take action within the appropriate response time listed below.

There are three levels of notification associated with our Basic Firewall Service program:

7. **Priority 3:** This level of notification is sent when the lowest threshold of severity has been reached. For example, if a Hard Drive were to reach 80% capacity, no notification would be sent out to the notification list unless end user interaction is required.
8. **Priority 2:** This level of notification is sent when the second threshold of severity has been reached. Using the same example, if a Hard Drive were to reach 85% capacity, the notification may go to some additional members of the team, as it is of higher priority to resolve. Service may continue to function but at a diminished capacity.
9. **Priority 1:** This level of notification is “Critical” and sent when the highest level of severity has been reached or exceeded. An example would be a critical server or service failure or unavailability. For these instances, additional personnel may be contacted via email, however, we also make a phone call to confirm receipt.

f) MWS Emergency Response Team

WCA will provide a Remote Emergency Response Team that will react to Priority 1 / Critical failure notifications on 24 hours a day, 7 days a week basis. WCA has a tried and tested methodology of providing this level of support that includes an escalation process. WCA will also have secured remote access to the Basic Firewall platform so



that diagnosis and problem resolution can be initiated as quickly as possible. These services as well as WCA's response time for these services, are guaranteed as part of our Service Level Agreement as defined below.

g) MWS SLA Response Times

- ☒ 1 Hour response time for all user-initiated issues during business hours
- ☒ 1 Hour response time for After Hours customer initiated Critical issues
- ☒ 1 Hour response time for After Hours Critical emergency alerts
- ☒ Next Business Day response for all non-critical notifications
- ☒ Next Business Day response for all non-critical After-Hours user-initiated issues

h) MWS Time and materials Labor Rates

| Time and Materials Labor Rates Outside of Contract | |
|--|--------------|
| Tier II/III – Critical Emergency Response (7x24) Remote Technician Rate | Included |
| Business Hours Response Critical Technician Rate | Included |
| Equipment Provided as part of the Wireless Service | Included |
| Critical hardware failures/replacement onsite services | Included |
| Business Hours Onsite Response Non-Critical Technician Dispatch Rate | \$93/ Hr |
| After Hours Onsite Response (7x24) Technician Dispatch Rate | \$139.50/ Hr |



4.3 MWS Terms and Conditions

a) MWS Master Services Agreement

All terms and conditions of this proposal and all other services provided are governed by WCA's Master Services Agreement on file with WCA.

b) MWS Service Level Agreement

WCA will respond to specific service requests based upon the issue's severity and urgency. These service levels are defined as:

- Business Hours: 07:00AM – 07:00PM Eastern Standard Time (EST), Monday thru Friday.
- After Hours: All other hours except Business Hours.
- Telephone Support: WCA Service Desk can be contacted by dialing (888) 569-0123 and is available during Business Hours.
- E-mail Support: Provided through support@wca.com and available during Business Hours.
- Emergency Support: After Hours (nights, weekend and holiday) service is provided in response to "Critical" notifications. Support is also available through telephone. If Emergency On-site support is requested, it will be provided as Time & Materials per rates noted above.
- All authorized onsite work performed outside of Business Hours will be billed at the standard overtime rate of 1.5 times the contracted hourly.
- Labor is only billed for actual working hours. Lunch and other time not spent working on client related issues are not considered billable time.

c) MWS Initial Term Cancellation/Change Policy

- c. Northampton Public Schools understands that WCA reserves and schedules technical resources to be available for successful implementation(s) of support plans. As such, the following terms apply. This agreement shall be for five (5) years (defined as '**Initial Term**') and shall automatically renew for two (1) year optional periods after the Initial Term (defined as '**Renewal Term**') unless Northampton Public Schools provides a notice in writing to WCA within 30 days of the initial term end date, stating intent to terminate the agreement after the 'Initial Term' has concluded.
- d. Initial Term for of the Wireless Service shall be sixty (60) months following the date of service activation. Unless otherwise stated in the order, Northampton Public Schools agrees to pay the monthly fee(s) for each product described within this proposal for the duration of the Initial Term.

d) MWS Limitations of Support Plan

WCA is committed to providing these services on a best effort basis. However, WCA is not responsible for unanticipated failures of network components beyond our control. This includes, and is not limited to, failures of telecommunication lines, degradation of ISP service, unanticipated hardware failures or other extraordinary events.



4.4 MWS Fees

The pricing provided below reflects the costs for the initiative as described in this document. Expenses will be billed at the actual amount incurred. This proposal is only valid with Internet access services is valid for a period of 30 days unless extended in writing by WCA.

| Included Services | Fees |
|---|----------|
| Remote reporting and alerting for Wireless Solution | Included |
| Unlimited phone support Business Hours | Included |
| Emergency Response (7x24) | Included |

- All prices and fees quoted in this proposal are subject to MA State Sales taxes unless exempt.
- Invoicing for services occur at the first business day of each month and are billed for the previous month's services



4.5 MWS Client Acceptance

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Northampton Public Schools